

**IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA**

BLACKNEY HAYES ARCHITECTS, INC.,

Plaintiff,

V.

BAYCREST PLB REALTY LLC,  
successor-in-title to GREIT – Public Ledger,  
LLC,

Defendant.

**CIVIL ACTION NO.**

**FILED UNDER SEAL**

## COMPLAINT

Plaintiff, Blackney Hayes Architects, Inc. (“Plaintiff”), by and through its undersigned counsel, Royer Cooper Cohen Braunfeld LLC, hereby files this Complaint against Defendant, Baycrest PLB Realty LLC successor-in-title to GREIT – Public Ledger, LLC (“Defendant”), and avers as follows:

## PARTIES

1. Plaintiff is a corporation formed under the law of the Commonwealth of Pennsylvania, with its principal place of business located at 600 Chestnut Street, Suite 1200, Philadelphia, PA 19106.

2. Defendant is an LLC formed under the law of the Commonwealth of Pennsylvania, with its principal place of business located at 491 Allendale Road #321, King Of Prussia, PA 19406. Upon information and belief the members of Defendant are not citizens of the Commonwealth of Pennsylvania.

### **JURISDICTION AND VENUE**

3. This court has subject matter jurisdiction under 28 U.S.C. § 1332 because Plaintiff and the members of Defendant are citizens of different states and the amount in controversy exceeds \$75,000.00.

4. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(3) because the parties conduct business in this venue and it is where substantial events giving rise to the claims presented herein occurred.

### **FACTUAL ALLEGATIONS**

5. On April 18, 2024, Plaintiff and Defendant entered into a Lease Termination and Release Agreement (the “Agreement”). A true and correct copy of the Agreement is attached hereto as Exhibit “A”.

6. Pursuant to the Agreement, Plaintiff and Defendant agreed that Plaintiff was to vacate the Premises known as Suite 1200 (the “Premises”) in the Public Ledger Building located on the south side of Chestnut Street between Sixth and Seventh Streets in the City of Philadelphia, Pennsylvania. *See* Ex. A.

7. Pursuant to the Agreement, Defendant was to remit to Plaintiff Two-Hundred Seventy-Five Thousand Dollars and 00/100 Cents (\$275,000) (the “Lease Termination Fee”) via wire transfer no later than June 1, 2024. *See* Ex. A at ¶ 4(a).

8. June 1, 2024 came and went without any payment to Plaintiff of the Lease Termination Fee.

9. By letter dated June 6, 2024, counsel for Plaintiff notified Defendant of the breach of the agreement, and voluntarily provided Defendant with an extension to pay the Lease Termination Fee through June 14, 2024.

10. On June 19, 2024, counsel for Defendant emailed counsel for Plaintiff and noted that Defendant anticipated making the Lease Termination Fee payment no later than July 15, 2024, or perhaps even sooner.

11. On June 26, 2024, counsel for Plaintiff notified counsel for Defendant of its intent to commence an action against Defendant should payment for the Lease Termination Fee have not been received by July 15, 2024. A true and correct copy of the correspondence is attached hereto as Exhibit “B”.

12. That day came and went without payment of the Lease Termination Fee to Plaintiff.

13. To date, no payment of the Lease Termination Fee has been made pursuant to the Agreement, thus causing Plaintiff to file the instant action.

**COUNT I**  
**(Breach of Contract)**

14. Plaintiff hereby restates and re-alleges each of the allegations contained in the foregoing paragraphs as if set forth fully herein.

15. Defendant has failed to pay Plaintiff the Termination Fee pursuant to the Agreement.

16. Plaintiff has abided by its duties pursuant to the Agreement.

17. Defendant’s continued failure to pay Plaintiff the Termination Fee constitutes a breach of contract.

18. As a result of Defendant’s breach of the Agreement, Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

- a. Awarding compensatory damages in an amount to be determined at trial, including interest, that is in excess of \$75,000;
- b. Awarding Plaintiff its reasonable attorneys' fees and costs pursuant to paragraph 4(f) of the Agreement; and
- c. Awarding Plaintiff such other and further relief as this Court deems equitable and just.

Respectfully submitted,

**ROYER COOPER COHEN BRAUNFELD LLC**

Date: August 5, 2024

By: /s/ Sean S. Litz

Sean S. Litz, Esquire (204229)

Two Logan Square

100 N. 18<sup>th</sup> Street, Suite 710

Philadelphia, PA 19103

[slitz@rccbblaw.com](mailto:slitz@rccbblaw.com)

T: 215-839-1000

F: 484-362-2630

*Attorneys for Plaintiff, Blackney Hayes Architects,  
Inc.*